

## **FINAL RFP – ADDENDUM NO. 3**

### **CHANGES TO INSTRUCTIONS TO PROPOSERS**

#### **1.11 Procurement Schedule**

*Delete the last line of Milestone table and substitute the following:*

Select Contractor	May 26, 2009
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### **CHANGES TO REFERENCE DOCUMENTS**

*Include file “Airport Creek Pond WQCV Calculations.pdf” in Item 5.13 120<sup>th</sup> Avenue Connection Master Plan Drainage Report (July 2008):*

Airport Creek Pond WQCV Calculations.pdf - (provides calculations for Water Quality Capture Volume at the Airport Creek Pond for both the Interim/Proposed conditions and the Ultimate/Developed conditions)

**RESPONSES TO REQUESTS FOR INFORMATION**

The following are responses to additional written Requests for Information received:

RFI No.	REQUEST	RESPONSE
18	<p>Book 1 Section 9.2.6 states the Contractor shall provide Project Professional Liability Coverage for the protection of all design professionals. Is it acceptable for the Design Subcontractor to provide Professional Liability insurance in the amounts prescribed by the specifications, or will the General Contractor be required to procure this insurance?</p>	<p>The Design Subcontractor may provide the Professional Liability Insurance for their professional staff. If the Licensed Engineer in responsible charge of the project is not an employee of the Design Subcontractor, then this person's firm must provide the Professional Liability insurance.</p>
19	<p>Page 31 of Book 1 Contract states the following:            9.2.6 Professional Liability Insurance - The Contractor shall provide Project Professional Liability Coverage for the protection of all design professionals associated with the Project as follows:</p> <ol style="list-style-type: none"> <li>1. Limits of Liability will be at least \$2 million per claim and an aggregate of at least \$2 million.</li> </ol> <p>Can the contract language be relaxed for all non-Major Participant design firms including ESB firms and DBE firms. We propose that Item 1 above be amended to read:</p> <ol style="list-style-type: none"> <li>1. Limits of Liability will be at least \$1 million per claim and an aggregate of at least \$1 million.</li> </ol> <p>This would be consistent with CDOT's Standard Specifications.</p>	<p>Section 9.1.1 of Book 1 gives the Contractor the flexibility on how much insurance is carried by the sub contractors and consultants. The Project, however, must be insured with the limits listed in the Contract. Therefore it is up to the Contractor to decide what limits are imposed on the sub contractors and consultants as long as the design on the Project is covered by the \$2 million per occurrence and aggregate limits.</p> <p>Section 9.2.6 of Book 1 requires the Contractor to provide the \$2 million per claim and an aggregate of at least \$2 million for the Contract with Professional Liability Insurance.</p>
20	<p>Can the RFP Professional Liability Insurance requirements stated in clause 9.2.6 and amended by Addendum 1, page 4 of 5, be met by evidencing the subcontracted designer's coverage or does the Contractor have to provide the coverage for the project?</p>	<p>The designer can provide the professional liability insurance for the Project.</p>
21	<p>It has been brought to our attention that the existing Traffic Signal equipment in place at the intersection of Wadsworth Parkway &amp; Highway 128 may not meet current CDOT specifications. Is it CDOT's intention to replace all the current equipment or just modify the equipment that is there?</p>	<p>The intent is to allow the existing equipment at the intersection to be reused or modified to the extent possible. The interim span-wire sign system west of the intersection shall be removed and appropriate permanent signing installed with the project.</p>

**END OF ADDENDUM NO. 3**